Case 05-05064-gwz Doc 1 Entered 07/08/05 16:57:25 Page 1 of 11

B104	ADVER	SARY	PROCEED	ING COVER	SHEE	ADVERSARY PROCEEDING NUMBER (Court Use Only)							
PLAINTIFFS						DE	DEFENDANTS						
C. ALAN BENTLEY, not individually, but solely as the chapter 11 trustee of the Estates of Mego Financial Corp., et al.,							Concord Servicing Corporation						
Attorneys (Firm Name, Address, and Telephone No.) Lionel Sawyer & Collins 50 W. Liberty St., Suite 1100 Reno, NV 89501 (775) 788-8624 and Shaw Gussis Fishman Glantz Wolfson & Towbin LLC 321 N. Clark Street, Suite 800 Chicago, Illinois 60610 (312) 541-0151							rneys (1		·	3. U.S. Not A Party			
	OF ACTI	ON (W	rite a brief sta	S. Plaintiff tement of caus itial transfers p	e of action	on, inc	cluding a	all U.S	. Statutes I				
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				(Check the	one mos	t appr	opriate	box o	nly.)				
X	454 To R Property	ecover I	Money or	455 To r confirma 12, or Ch		Chap.		ар.		To obtain a declaratory judgment ing to any of foregoing causes of on			
	435 To Determine Validity, Priority, or Extent of a Lien or Other interest in Property  459 To determine a claim or cause of action removed to a bankruptcy court  458 To obtain approval for the sale of both the interest of the estate and of ac-owner in a property  457 To subordinate any allowed claim or interest except where such subordination is provided in a plan  498 Other (specify)								on removed to a bankruptcy court				
ORIGIN (		l x	1	2	4	1		5		CHECK IF THIS IS A CLASS			
PROCEED (Check on		 .) Orig	_  ginal ceeding	Removed Proceeding	Reinsta or Reo		l			ACTION UNDER F.R.C.P. 23			
DE	MAND		REST THOUS, 25,190.98	AND OTHER R	ELIEF SO	OUGHT		T		3			
		772	.5,190.90						]JURY DEMAND				
NAME OF	DEDTOD		BANKRUPTCY	CASE IN WH				RY P	ROCEEDING	ARISES			
NAME OF I		p., et al.		BANKRUF Case No.				ugh B	K-N-03-523	04 (GWZ) (Joint Administration)			
DISTRICT IS PENDIN		CASE	DIVISIONAL	OFFICE		N.	AME OF	JUDG		rable Gregg W. Zive			
				RELATED ADV	ERSARY	PRO	CEEDI	NG (I					
PLAINTIFF DEFENDANT					Al	DVERSA	RY PR	ROCEEDING	NO.				
DISTRICT		DIVISIO	NAL OFFICE		N	IAME	OF JUDO	GE					
FILING FEE	(Check on	e box o	nly) X FEE	ATTACHED	FEE NO	OT RE	QUIRED			FEE IS DEFERRED			
DATE July 8, 2	July 8, 2005 Jennifer A. Smith SIGNATURE OF AFTORNEY FOR PLAINTIFF)						TURE O	FAFTO	ORNEY OR	PLAINTIFF)			

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B-104

#### **ADVERSARY PROCEEDING COVER SHEET (Reverse Side)**

This cover sheet must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney) an submitted to the clerk of the court upon the filing of a complaint initiating an adversary proceeding.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers a required by law, the Bankruptcy Rules, or the local rules of court. This form is required for the use of the clerk of the court to initiate th docket sheet and to prepare necessary indices and statistical records. A separate cover sheet must be submitted to the clerk of the cour for each complaint filed. The form is largely self explanatory.

**Parties.** The names of the parties to the adversary proceeding exactly as they appear on the complaint. Give the names and addresse of the attorneys if know. Following the heading "Party," check the appropriate box indicating whether the United States is a party name in the complaint.

Cause of Action. Give a brief description of the cause of action including all federal statutes involved. For example, "Complaint seekin damages for failure to disclose information, Consumer Credit Protection Act, 15 U.S.C. §1601 et seq.," or "Complaint by trustee to avoi a transfer of property by the debtor, 11 U.S.C. §544."

**Nature of Suit.** Place an "X" in the appropriate box. Only one box should be checked. If the cause fits more than one category or suil select the most definitive.

**Origin of Proceedings.** Check the appropriate box to indicate the origin of the case:

- 1. Original Proceeding.
- 2. Removed from a State or District Court.
- 3. Reinstated or Reopened.
- 4. Transferred from Another Bankruptcy Court.

**Demand.** On the next line, state the dollar amount demanded in the complaint in thousands of dollars. For \$1,000 enter "1", fc \$10,000 enter "10", for \$100,000 enter "100", if \$1,000,000, enter "1000". If \$10,000,000 or more enter "9999". If the amount is les than \$1,000, enter "0001". If no monetary demand is made, enter "XXX". If the plaintiff is seeking non-monetary relief, state the relie sought, such as injunction or foreclosure of a mortgage.

Bankruptcy Case In Which This Adversary Proceeding Arises. Enter the name of the debtor and the docket number of the bankruptcy case from which the proceeding now being filed arose. Beneath, enter the district and divisional office where the case wa filed, and the name of the presiding judge.

**Related Adversary Proceedings.** State the names of the parties and the six digit adversary proceeding number from any adversary proceeding concerning the same two parties or the same property currently pending in any bankruptcy court. On the next line, enter the district where the related case is pending, and the name of the presiding judge.

**Filing Fee.** Check one box. The fee must be paid upon filing unless the plaintiff meets one of the following exceptions. The fee is not required if the plaintiff is the United States government or the debtor. If the plaintiff is the trustee or a debtor in possession, and there are no liquid funds in the estate, the filing fee may be deferred until there are funds in the estate. (In the event no funds are ever recovered for the estate, there will be no fee). There is no fee for adding a party after the adversary proceeding has been commenced.

**Signature**. This cover sheet must be signed by the attorney of record in the box on the right of the last line of the form. If the plaintif is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, th plaintiff must sign.

The name of the signatory must be printed in the box to the left of the signature. The date of the signing must be indicated in the bo on the far left of the last line.

LIONEL SAWYER & COLLINS Jennifer A. Smith Bar No. 0610 50 W. Liberty St., Suite 1100 Reno, NV 89501 (775) 788-8624 email: jsmith@lionelsawyer.com

SHAW GUSSIS FISHMAN GLANTZ WOLFSON & TOWBIN, LLC Robert M. Fishman (IL #3124316) Allen J. Guon (IL #6244526) Matthew A. Swanson (IL #6273133) 321 N. Clark Street, Suite 800 Chicago, Illinois 60610 (312) 541-0151 email: aguon@shawgussis.com

email: aguon@snawgussis.com email: mswanson@shawgussis.com

Attorneys for the Chapter 11 Trustee

# UNITED STATES BANKRUPTCY COURT DISTRICT OF NEVADA

In re:	) Case No. BK-N-03-52300 (GWZ) ) through BK-N-03-52304
Mego Financial Corp., et al.,	) Chapter 11 (Joint Administration)
Debtors.	) ) )
C. ALAN BENTLEY, not individually, but solely as the chapter 11 trustee of the Estates of Mego Financial Corp., et al.,	) y ) )
Plaintiff, v.	) ) Adv. No. )
CONCORD SERVICING CORPORATION	)
Defendant.	)

ADVERSARY COMPLAINT TO AVOID AND RECOVER PREFERENTIAL TRANSFERS

Plaintiff, C. Alan Bentley (the "Plaintiff"), not individually, but solely as chapter 11 trustee of Mego Financial Corporation ("Mego"), Leisure Homes Corporation ("Homes"), Leisure Resorts Corporation ("Resorts"), Leisure Services Corporation ("Services") and Atlantic Development Corporation ("Development" and, together with Homes, Resorts and Services, the "Debtors") for his Adversary Complaint to Avoid and Recover Preferential Transfers, respectfully alleges as follows:

#### Jurisdiction and Venue

- 1. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 157 and 1334.
- 2. This adversary proceeding constitutes a core proceeding within the meaning of one or more subsections of 28 U.S.C. § 157(b)(2).
  - 3. Venue is proper in this District under 28 U.S.C. § 1409(a).

#### **Parties**

- 4. On July 9, 2003 (the "Petition Date"), the Debtors commenced their respective reorganization cases (the "Cases") by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code.
- 5. On July 11, 2003, this Court ordered the appointment of C. Alan Bentley as the chapter 11 trustee of the Debtors' estates pursuant to 11 U.S.C. § 1104(a).
- 6. Concord Servicing Corporation (the "Defendant") has a place of business or registered agent at 6560 N. Scottsdale Rd., Suite G100, Scottsdale, AZ 85253.

#### Background

7. The Defendant provided goods or services to the Debtors prior to the Petition Date.

- 8. During the ninety (90) days prior to the Petition Date (the "Preference Period"), the Debtors transferred, or caused to be transferred, an aggregate amount of at least \$425,190.98 on or about the dates and in the amounts set forth on Exhibit A attached hereto (each a "Transfer" and together the "Transfers").
  - 9. The Defendant was a creditor of the Debtors at the time of each Transfer.

#### **COUNT I**

### (Avoidance of Preferential Transfers Pursuant To 11 U.S.C. § 547)

- 10. The Plaintiff incorporates by reference the allegations set forth in paragraphs 1 through 9 hereof, as if fully restated herein.
  - 11. The Transfers were made during the Preference Period.
  - 12. Each Transfer constituted a transfer of an interest of the Debtors' property.
  - 13. The Transfers were made to or for the benefit of the Defendant.
- 14. The Transfers were made for or on account of an antecedent debt owed by the Debtors before such Transfers were made.
  - 15. At the time the Transfers were made, the Debtors were insolvent.
- 16. The Transfers enabled the Defendant to receive more on account of antecedent debts owed by the Debtors than the Defendant would have received if, as of the date of each such Transfer, the Debtors had commenced a case under chapter 7 of the Bankruptcy Code, each particular Transfer had not been made, and the Defendant received payment on account of the corresponding antecedent debt to the extent provided by the provisions of the Bankruptcy Code.
  - 17. Based on the foregoing, the Transfers are avoidable under 11 U.S.C. § 547(b).

#### **COUNT II**

## (Recovery of Avoided Transfers Pursuant to 11 U.S.C. § 550)

- 18. The Plaintiff incorporates by reference the allegations set forth in paragraphs 1 through 17 hereof, as if fully restated herein.
- 19. The Defendant was the initial transferee of the Transfers or the immediate or mediate transferee of the initial transferee of the Transfers.
- 20. Pursuant to 11 U.S.C. § 550(a), the Plaintiff is entitled to recover, from Defendant, and for the benefit of the estate, the value of the Transfers.

WHEREFORE, the Plaintiff requests the entry of a judgment in his favor and against the Defendant as follows:

(a) on Count I, a judgment in favor of the Plaintiff (i) declaring that the Transfers are avoidable preferences pursuant to 11 U.S.C. § 547(b), and (ii) for such other and further relief as this Court deems just and equitable; and

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(b) on Count II, a judgment in favor of the Plaintiff and against Defendant (i) declaring that the Plaintiff may recover the Transfers from the Defendant pursuant to 11 U.S.C. § 550(a), (ii) ordering the Defendant to immediately pay to the Plaintiff the value of the Transfers, plus interest, costs and fees to the extent permitted by law, and (iii) for such other and further relief as this Court deems just and equitable.

Respectfully submitted,

Dated: July 8, 2005 LIONEL SAWYER & COLLINS

/s/ Jennifer A. Smith
Jennifer A. Smith

LIONEL SAWYER & COLLINS Jennifer A. Smith 50 W. Liberty St., Suite 1100 Reno, NV 89501 (775) 788-8624 email: jsmith@lionelsawyer.com

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Attorneys for C. ALAN BENTLEY, as the Chapter 11 Trustee of the Estates of Mego Financial Corp., *et al.* 

DEBTOR	NAME	CLEAR DATE	CHECK NUMBER/ TRANSFER DETAIL	MOUNT PAID
Homes	Concord Servicing Corporation	04/10/03	ach debit	\$ 100.00
Homes	Concord Servicing Corporation	04/14/03	wire	\$ 15,853.13
Homes	Concord Servicing Corporation	04/14/03	ach debit	\$ 167.17
Homes	Concord Servicing Corporation	04/14/03	ach debit	\$ 100.69
Homes	Concord Servicing Corporation	04/14/03	ach debit	\$ 65.32
Homes	Concord Servicing Corporation	04/15/03	ach debit	\$ 370.00
Homes	Concord Servicing Corporation	04/15/03	ach debit	\$ 358.50
Homes	Concord Servicing Corporation	04/15/03	ach debit	\$ 160.00
Homes	Concord Servicing Corporation	04/15/03	ach debit	\$ 60.00
Homes	Concord Servicing Corporation	04/16/03	ach debit	\$ 474.04
Homes	Concord Servicing Corporation	04/16/03	ach debit	\$ 15.46
Homes	Concord Servicing Corporation	04/17/03	ach debit	\$ 136.72
Homes	Concord Servicing Corporation	04/18/03	ach debit	\$ 6,498.47
Homes	Concord Servicing Corporation	04/18/03	ach debit	\$ 255.79
Homes	Concord Servicing Corporation	04/21/03	ach debit	\$ 450.36
Homes	Concord Servicing Corporation	04/21/03	ach debit	\$ 393.65
Homes	Concord Servicing Corporation	04/21/03	ach debit	\$ 370.00
Homes	Concord Servicing Corporation	04/21/03	wire	\$ 367.65
Homes	Concord Servicing Corporation	04/21/03	ach debit	\$ 196.44
Homes	Concord Servicing Corporation	04/21/03	ach debit	\$ 189.79
Homes	Concord Servicing Corporation	04/21/03	ach debit	\$ 159.42
Homes	Concord Servicing Corporation	04/21/03	ach debit	\$ 158.78
Homes	Concord Servicing Corporation	04/21/03	ach debit	\$ 153.92
Homes	Concord Servicing Corporation	04/21/03	ach debit	\$ 124.56
Homes	Concord Servicing Corporation	04/21/03	ach debit	\$ 99.61
Homes	Concord Servicing Corporation	04/21/03	ach debit	\$ 35.25
Homes	Concord Servicing Corporation	04/21/03	ach debit	\$ 17.24
Homes	Concord Servicing Corporation	04/22/03	wire - Resort Finance	\$ 8,989.07
Homes	Concord Servicing Corporation	04/22/03	ach debit	\$ 341.00
Homes	Concord Servicing Corporation	04/22/03	ach debit	\$ 118.90
Homes	Concord Servicing Corporation	04/25/03	ach debit	\$ 1,100.43
Homes	Concord Servicing Corporation	04/25/03	ach debit	\$ 248.49
Homes	Concord Servicing Corporation	04/25/03	ach debit	\$ 239.43
Homes	Concord Servicing Corporation	04/25/03	ach debit	\$ 151.44
Homes	Concord Servicing Corporation	04/25/03	ach debit	\$ 123.32
Homes	Concord Servicing Corporation	04/25/03	ach debit	\$ 42.61
Homes	Concord Servicing Corporation	04/28/03	ach debit	\$ 856.57
Homes	Concord Servicing Corporation	04/28/03	ach debit	\$ 663.00

DEBTOR	NAME	CLEAR DATE	CHECK NUMBER/ TRANSFER DETAIL	AMOUNT PAID	
Homes	Concord Servicing Corporation	04/28/03	ach debit	\$ 515.52	
Homes	Concord Servicing Corporation	04/28/03	ach debit	\$ 342.97	
Homes	Concord Servicing Corporation	04/28/03	ach debit	\$ 248.49	
Homes	Concord Servicing Corporation	04/28/03	ach debit	\$ 200.00	
Homes	Concord Servicing Corporation	04/28/03	ach debit	\$ 112.42	
Homes	Concord Servicing Corporation	04/28/03	ach debit	\$ 111.36	
Homes	Concord Servicing Corporation	04/28/03	ach debit	\$ 59.23	
Homes	Concord Servicing Corporation	04/30/03	ach debit	\$ 415.45	
Homes	Concord Servicing Corporation	05/02/03	ach debit	\$ 238.12	
Homes	Concord Servicing Corporation	05/02/03	ach debit	\$ 188.79	
Homes	Concord Servicing Corporation	05/02/03	ach debit	\$ 57.67	
Homes	Concord Servicing Corporation	05/05/03	wire - Resort Finance	\$ 23,803.48	
Homes	Concord Servicing Corporation	05/06/03	ach debit	\$ 13,046.04	
Homes	Concord Servicing Corporation	05/06/03	ach debit	\$ 11,317.97	
Homes	Concord Servicing Corporation	05/06/03	ach debit	\$ 100.00	
Homes	Concord Servicing Corporation	05/06/03	ach debit	\$ 100.00	
Homes	Concord Servicing Corporation	05/08/03	ach debit	\$ 60.00	
Homes	Concord Servicing Corporation	05/09/03	ach debit	\$ 1,215.76	
Homes	Concord Servicing Corporation	05/12/03	wire	\$ 13,046.04	
Homes	Concord Servicing Corporation	05/12/03	ach debit	\$ 9,812.43	
Homes	Concord Servicing Corporation	05/12/03	ach debit	\$ 9,120.23	
Homes	Concord Servicing Corporation	05/12/03	ach debit	\$ 60.00	
Homes	Concord Servicing Corporation	05/13/03	ach debit	\$ 53.83	
Homes	Concord Servicing Corporation	05/13/03	ach debit	\$ 35.25	
Homes	Concord Servicing Corporation	05/13/03	ach debit	\$ 28.74	
Homes	Concord Servicing Corporation	05/13/03	ach debit	\$ 17.24	
Homes	Concord Servicing Corporation	05/14/03	ach debit	\$ 209.98	
Homes	Concord Servicing Corporation	05/14/03	ach debit	\$ 105.65	
Homes	Concord Servicing Corporation	05/15/03	ach debit	\$ 600.00	
Homes	Concord Servicing Corporation	05/16/03	ach debit	\$ 207.06	
Homes	Concord Servicing Corporation	05/16/03	ach debit	\$ 8.42	
Homes	Concord Servicing Corporation	05/19/03	ach debit	\$ 20,000.00	
Homes	Concord Servicing Corporation	05/21/03	ach debit	\$ 100.00	
Homes	Concord Servicing Corporation	05/21/03	ach debit	\$ 5.00	
Homes	Concord Servicing Corporation	05/22/03	ach debit	\$ 204.70	
Homes	Concord Servicing Corporation	05/27/03	wire	\$ 20,000.00	
Homes	Concord Servicing Corporation	05/30/03	ach debit	\$ 15,000.00	
Homes	Concord Servicing Corporation	06/02/03	ach debit	\$ 5,000.00	

DEBTOR	NAME	CLEAR DATE	CHECK NUMBER/ TRANSFER DETAIL	F	AMOUNT PAID	
Homes	Concord Servicing Corporation	06/02/03	ach debit	\$	216.56	
Homes	Concord Servicing Corporation	06/02/03	ach debit	\$	164.07	
Homes	Concord Servicing Corporation	06/02/03	ach debit	\$	100.00	
Homes	Concord Servicing Corporation	06/03/03	ach debit	\$	324.07	
Homes	Concord Servicing Corporation	06/03/03	wire - Textron	\$	38,112.20	
Homes	Concord Servicing Corporation	06/03/03	ach debit	\$	118.86	
Homes	Concord Servicing Corporation	06/04/03	ach debit	\$	30.00	
Homes	Concord Servicing Corporation	06/05/03	wire - Resort Finance	\$	24,407.77	
Homes	Concord Servicing Corporation	06/06/03	ach debit	\$	30,000.00	
Homes	Concord Servicing Corporation	06/06/03	ach debit	\$	5,000.00	
Homes	Concord Servicing Corporation	06/06/03	ach debit	\$	180.97	
Homes	Concord Servicing Corporation	06/09/03	ach debit	\$	15,000.00	
Homes	Concord Servicing Corporation	06/10/03	ach debit	\$	208.33	
Homes	Concord Servicing Corporation	06/11/03	ach debit	\$	760.64	
Homes	Concord Servicing Corporation	06/11/03	ach debit	\$	208.33	
Homes	Concord Servicing Corporation	06/11/03	ach debit	\$	60.00	
Homes	Concord Servicing Corporation	06/12/03	ach debit	\$	209.98	
Homes	Concord Servicing Corporation	06/12/03	ach debit	\$	169.10	
Homes	Concord Servicing Corporation	06/13/03	ach debit	\$	200.00	
Homes	Concord Servicing Corporation	06/16/03	ach debit	\$	10,725.84	
Homes	Concord Servicing Corporation	06/16/03	ach debit	\$	4,000.00	
Homes	Concord Servicing Corporation	06/17/03	wire	\$	16,500.00	
Homes	Concord Servicing Corporation	06/17/03	ach debit	\$	3,992.85	
Homes	Concord Servicing Corporation	06/17/03	ach debit	\$	60.00	
Homes	Concord Servicing Corporation	06/18/03	ach debit	\$	199.82	
Homes	Concord Servicing Corporation	06/18/03	ach debit	\$	59.25	
Homes	Concord Servicing Corporation	06/19/03	ach debit	\$	2,800.00	
Homes	Concord Servicing Corporation	06/20/03	ach debit	\$	10,493.45	
Homes	Concord Servicing Corporation	06/23/03	ach debit	\$	5,019.39	
Homes	Concord Servicing Corporation	06/24/03	wire	\$	17,000.00	
Homes	Concord Servicing Corporation	06/25/03	ach debit	\$	171.32	
Homes	Concord Servicing Corporation	06/26/03	ach debit	\$	18,000.00	
Homes	Concord Servicing Corporation	06/26/03	ach debit	\$	177.22	
Homes	Concord Servicing Corporation	06/27/03	ach debit	\$	2,500.00	
Homes	Concord Servicing Corporation	06/27/03	ach debit	\$	188.79	
Homes	Concord Servicing Corporation	06/30/03	ach debit	\$	5,500.00	
Homes	Concord Servicing Corporation	07/01/03	wire	\$	2,000.00	
Homes	Concord Servicing Corporation	07/01/03	ach debit	\$	184.01	

DEBTOR	NAME	CLEAR DATE	CHECK NUMBER/ TRANSFER DETAIL		AMOUNT PAID
Homes	Concord Servicing Corporation	07/07/03	ach debit	\$	159.42
Homes	Concord Servicing Corporation	07/07/03	ach debit	\$	119.37
Homes	Concord Servicing Corporation	07/08/03	wire - Resort Finance	\$	23,133.88
Homes	Concord Servicing Corporation	07/09/03	ach debit	\$	368.07
Homes	Concord Servicing Corporation	07/09/03	ach debit	\$	333.25
Homes	Concord Servicing Corporation	07/09/03	ach debit	\$	80.11
				S	425,190.98